

BankDirect

Two Conway Park
150 North Field Drive, Suite 190
Lake Forest, Illinois 60045
Phone 877-226-5456 Fax: 877-226-5297

Loan Number: **655377.1****COMMERCIAL INSURANCE PREMIUM
FINANCE AND SECURITY AGREEMENT**

This is an agreement between you and BankDirect Capital Finance, a division of Texas Capital Bank, N.A. ("BankDirect") concerning the financing of the premium(s) for one or more commercial insurance policies. The terms of this agreement are stated below and on page two (2) of this document.

Insured Name and Address (of (Exactly as shown on Policy) ("Insured")		Agent Name and Address (of Insured's "Agent")	
Kentuckiana Medical Center LLC 4601 Medical Plaza Way Clarksville, IN 47129		Robertson Insurance Agency P.O. Box 428 1345 Hwy 64 NW Ramsey, IN 47186-	
Telephone Number: 812-284-6100	FEIN or SSN NO:	Telephone Number: 812-347-3151	Agency Code: 0059

SCHEDULE OF POLICIES ("Policies")

Policy Number	Effective Date	Name & City of Insurance Company and Name & City of General Agent	Policy Description	Policy Status	Term in Months	Min. Finance Rate	Initial Finance Charge	Finance Charge	Annual Finance Charge
P23568810	8/4/2011	Continental Casualty Companies CNA Center, 333 South Wabash Chicago, IL 60685	Medical Malpractice	✓	12	0%	30		
		Arlington/Roe & Co. Inc							
TOTAL PREMIUMS									\$118,326.00

TOTAL PREMIUMS	DOWN PAYMENT	UNPAID BALANCE	DOB STAMP TAX	LOAN AMOUNT	FINANCE CHARGE	TOTAL OF PAYMENTS	ANNUAL PERCENTAGE RATE
\$118,326.00	\$54,009.75	\$64,316.25	\$0.00	\$64,316.25	\$2,456.95	\$66,773.20	8.25%

Payment Schedule: Your payment schedule will be:	Number of Loan Payments	Amount of Loan Payments	When Loan Payments are Due	
			First Due Date	Monthly Due Date**
	10	\$6,677.32	9/4/2011	4th

*These amounts do not include the Service Fee referred to on Page 2 of this agreement.
**Subsequent payments are due on the same day of each succeeding month or quarter.

Prepayment: The insured may prepay in full at anytime subject to the maximum, non-refundable service fee(s) permitted by applicable law. If the insured prepays in full, the insured will receive a refund of the unearned finance charge, calculated according to the Rule of 78's or the actuarial method as provided by applicable law. Minimum refund is \$1.

Security Interest: The insured assigns to BankDirect as security for payment of this Agreement, all sums payable to the insured with reference to the Policies listed above including, among other things, any gross return premiums and any payment on account of loss which results in reduction of unearned premium in accordance with the term(s) of said Policies.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT: To help the Federal government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or entity that opens an account with the financial institution, including any extension of credit or other financial services product. We will require such information as we deem reasonably necessary to allow us to properly identify you, such as your name, address, FEIN or SSN.

NOTICE TO INSURED: 1. DO NOT SIGN THIS AGREEMENT UNTIL YOU READ BOTH PAGES OF THE AGREEMENT AND FILL IN ANY BLANKS. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. 3. YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT. 4. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 5. SEE PAGE TWO FOR IMPORTANT INFORMATION.

REPRESENTATIONS AND WARRANTIES:

The undersigned Agent and Insured have read the Representations and Warranties on page two and make all such representations and warranties recited therein and agree to be bound by the terms of this Agreement. The Insured further acknowledges that upon satisfactory completion of the Agreement, the undersigned Agent may receive a fee from BankDirect for the administration of this Agreement as allowed by applicable law.

(Signature of Agent)
owner
(Title)

8-3-11
(Date)

All Insured must sign as named in policies. If corporation, authorized officers must sign; if partnership, partner should sign as such; signatory acting in representative capacity represents that all Insureds have authorized this transaction and have authorized signatory to receive all notices hereunder. By signing below each Insured jointly and severally agrees to make all payments required by this Agreement and to be bound by all provisions of this Agreement, including those on page two. You are not required to enter into an insurance premium financing arrangement as a condition to the purchase of any insurance policy.

(Signature of Insured)
Timothy J. Donohue
(Printed Name & Title)

8-3-11
(Date)

BankDirect 1 - SF 071511

* Note: Not a policy fee. Patient Compensation Fund
* Note: Quote w/ terrorism

Name of Insured: Kentuckiana Medical Center LLC

The Insured (jointly and severally if more than one) agrees as follows:

1. **Promise to Pay.** In consideration of the payment by BankDirect of the Amount Financed, the Insured agrees to pay the Down Payment to the insurance company(ies) listed in the Schedule of Policies, and to pay BankDirect the Total of Payments in accordance with the terms of this Agreement.

2. **Security Interest.** Insured assigns to BankDirect as security for the total amount payable hereunder all sums payable to the Insured under the Policies, including, among other things, any gross unearned premiums, dividend payments, and any payment on account of loss which results in a reduction of unearned premium in accordance with the terms of said policies.

3. **Warranties.** Insured represents and warrants that: (a) the Policies are in full force and effect; (b) the proceeds of this loan are to be used to purchase insurance for other than personal, family or household purposes; (c) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading; (d) the Insured has no indebtedness to the insurers issuing the Policies; and (e) the Insured is not insolvent nor presently the subject of any insolvency proceeding.

4. **Power of Attorney.** Insured hereby irrevocably appoints BankDirect as its Attorney-in-Fact upon the occurrence of an Event of Default (defined below) and, after proper notice has been mailed as required by law, grants to BankDirect authority to effect cancellation of the Policies, and to receive any unearned premium or other amounts with respect to the Policies assigned as security herein, and to sign any check or draft issued therefore in Insured's name and to direct the insurance companies to make said check or draft payable to BankDirect. Insured agrees that this authority to effect cancellation of the Policies cannot be revoked and will terminate only after Insured's obligations under this Agreement are paid in full. Insured agrees that proof of mailing any notice hereunder constitutes proof of receipt of such notice.

5. **Payments Received after Notice of Cancellation.** Insured agrees that any payments made and accepted after a Notice of Cancellation has been sent to any insurance company do not constitute reinstatement or obligate BankDirect to request reinstatement of such insurance Policy(ies), and Insured acknowledges that BankDirect has no authority or duty to reinstate coverage, and that such payments may be applied to Insured's indebtedness hereunder or under any other Agreement, and any such payments will not affect BankDirect's rights under this Agreement.

6. **Assignments.** Insured agrees not to assign the Policies except for the interest of mortgages or loss payees, without the written consent of BankDirect. BankDirect may assign its rights under this Agreement without Insured's consent, and all rights conferred upon BankDirect shall inure to BankDirect's successors and assigns.

7. **Dishonored Check Fee.** If an Insured's check is dishonored for any reason and applicable law permits, Insured agrees to pay BankDirect a dishonored check fee equal to the maximum rate permitted by law.

8. **Default.** An Event of Default occurs when the Insured: (a) does not pay any installment according to the terms of this Agreement or any other agreement; (b) fails to comply with any of the terms of the Agreement; (c) any of the Policies are cancelled for any reason; (d) Insured or its insurance companies are insolvent or involved in a bankruptcy or similar proceeding as a debtor; (e) premiums increase under any of the Policies and Insured fails to pay such increased premium within thirty (30) days of the notification; or (f) Insured is in default under any other agreement with BankDirect. If an Event of Default occurs and after giving notice as required by law, all amounts due under this Agreement become immediately due and payable and the Insured is liable for all amounts described herein.

9. **Rights Upon Default.** If an Event of Default occurs, BankDirect may at its option pursue any and all remedies available, including but not limited to, the following: Demand and receive immediate payment of the total unpaid amount due under this Agreement regardless of whether BankDirect has received any refund of unearned premium. BankDirect may take all necessary actions to enforce payment of this debt. To the extent not prohibited or limited by applicable law, BankDirect is entitled to collection costs and expenses incurred while enforcing its rights under this Agreement and to reasonable attorneys' fees if this Agreement is referred to an attorney who is not a salaried employee of BankDirect for collection or in connection with the Policies scheduled on page one, the Agent represents and warrants to BankDirect, its successors and assigns that:

1. **Payment.** The Agent agrees to remit all funds received from BankDirect and the Insured promptly to the insurance company(ies) issuing the financed policy(ies).

2. **Signatures Genuine.** The Insured's signature on both pages of this Agreement is genuine.

3. **Authorization By Insured.** If this Agreement has been signed by the Agent on behalf of the Insured, the Agent has the authority to act in this capacity and the Insured has authorized this transaction. The Agent has given the Insured a complete copy of this Agreement.

4. **Authority of Agent.** For the policies listed on the Schedule of Policies, the Agent signing this Agreement is either the authorized policy-issuing agent of the issuing insurance company(ies) or the broker placing the coverage directly with the issuing insurance company(ies), except as indicated on the Schedule of Policies.

5. **Not Agent of BankDirect.** Agent is not an agent of BankDirect and is not authorized to bind BankDirect and has not made any representation to the contrary.

6. **Recognition of Assignment.** The Agent recognizes the security interest granted in this Agreement, whereby the Insured assigns to BankDirect all unearned premiums, dividends and certain loss payments. Upon cancellation of any of the Policies, the Agent agrees to pay BankDirect all unearned commissions and unearned premiums upon receipt. If such funds are not remitted to BankDirect within ten (10) days of receipt by the Agent, the Agent agrees to pay BankDirect interest on such funds at the maximum rate permitted under applicable law. Agent shall not deduct any amounts which Insured owes to Agent from any amounts owing to BankDirect hereunder.

7. **The Down Payment.** The down payment and any other installments due from the Insured which Agent has agreed to collect, has been collected from the Insured.

8. **The Policies:** (a) are all cancelable by standard short-rate or pro-rata tables; (b) are not audit or reporting form policies or policies subject to retrospective rating, unless so indicated

Total Premiums: \$ \$116,326.00

enforcement. After proper notice has been given as required by law, BankDirect may immediately cancel the Policies and collect any unearned premiums or other amounts payable under said Policies. Unearned premiums shall be payable to BankDirect only.

10. **Right of Offset.** BankDirect may offset and deduct from any amounts BankDirect owes to Insured with respect to any Policies financed hereunder, any amounts which Insured owes to BankDirect under this or any other agreement to the extent permitted by applicable law.

11. **Finance Charge; Service Fee.** The Finance Charge includes interest on the outstanding principal amount of the loan. The Finance Charge is computed using a 365-day year. In addition, the Insured shall pay to BankDirect a nonrefundable service fee each month on the Monthly Due Date in an amount equal to \$0.00 (which amount may be adjusted by BankDirect at any time and from time to time upon prior written notice to the Insured) in connection with processing, making, closing, disbursing, originating, collecting and servicing the Loan and this Agreement.

12. **Additional Premiums.** Insured agrees to promptly pay to the insurer any additional premiums due on the Policies.

13. **Agent or Broker.** The Agent is not the agent of BankDirect and the Agent cannot bind BankDirect in any way. BankDirect is not the Agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that it has chosen to do business with the Agent and the insurance companies issuing the Policies, and that the insolvency, fraud, defalcation or other action or failure to act by any of them shall not relieve or diminish Insured's obligations to BankDirect hereunder.

14. **Corrections.** Except if prohibited by applicable law, BankDirect may insert the name of the insurer, policy numbers and first installment due date if omitted and if not known at the time of signature by or for Insured.

15. **Effective Date.** This Agreement shall have no force or effect until accepted in writing by BankDirect.

16. **Liability.** Neither BankDirect nor its assignee shall be liable for any loss or damage to the Insured by reason of failure of any insurance company to issue or maintain in force any of the Policies or by reason of the exercise by BankDirect or its assignee of the rights conferred herein, including but not limited to BankDirect's exercise of the right of cancellation, except in the event of willful or intentional misconduct by BankDirect.

17. **Governing Law.** This Agreement is governed by and interpreted under the laws of the state where BankDirect accepts this agreement. If any court finds any part of this agreement to be invalid, such finding shall not affect the remainder of the agreement.

18. **Miscellaneous.** All rights and remedies in this Agreement are cumulative and not exclusive. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be in full force and effect. This Agreement constitutes the entire Agreement between BankDirect and Insured and may not be modified except as agreed upon in writing. BankDirect's acceptance of late or partial payments shall not be deemed a waiver by BankDirect of any provisions of this Agreement, and BankDirect is entitled to require Insured to strictly comply with the terms hereof.

19. CALIFORNIA RESIDENTS: FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

Insured agrees that, in accordance with Section 18808 of the California Financial Code, BankDirect's liability to Insured upon the exercise of BankDirect's authority to cancel the Policies shall be limited to the amount of the principal balance of this loan, except in the event of BankDirect's willful failure to mail the notice of cancellation required under California law.

20. **New York Residents:** No charges imposed for obtaining and servicing the financed policies, pursuant to Section 2119 (formerly 129) of the New York Insurance Laws, are financed hereunder unless specified in the Schedule of Policies.

on the Schedule of Policies in this Agreement, and if so indicated, the deposit premiums are not less than the anticipated premiums to be earned for the full term of the Policies; (c) upon cancellation by the Insured or BankDirect, do not require advance notice of cancellation to any party, other than any notice required to be given by BankDirect; (d) the Policies are in full force and effect and the premiums indicated are correct for the term of the Policies; (e) have not been financed on an installment payment plan provided by the insurance company(ies); (f) are all cancelable policies; (g) are written for a term of at least one year; (h) are not for personal, family or household purposes; (i) have no exceptions other than those indicated and comply with BankDirect's eligibility requirements; and (j) all information in this Agreement pertaining to the Policies is complete and correct.

9. **The Insured:** (a) has not paid for the Policies other than as described in this Agreement; (b) has received a copy of this Agreement; (c) a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the Insured, or if the Insured is the subject of such a proceeding, it is noted on the Agreement in the space in which the Insured's name and address is placed; and (d) all information in this Agreement pertaining to the Insured is complete and correct.

10. **Agent shall be liable to BankDirect for any losses, costs, damages or other expenses (including reasonable attorneys' fees, court costs and collection costs) incurred by BankDirect or its assignee as a result of or in connection with any untrue or misleading representation or warranty made by Agent hereunder, or otherwise arising out of the breach by Agent of this Agreement. Additionally, Agent agrees to indemnify BankDirect for any and all losses BankDirect incurs as a result of any error committed by the Agent in completing or failing to complete any portion of this Agreement. Agent shall promptly notify BankDirect of any unpaid increased premiums for the Policies. This Agreement is valid and enforceable and there are no defenses to it.**

Name of Insured: Kentuckiana Medical Center LLC

The Insured (jointly and severally if more than one) agrees as follows:

1. **Premises to Pay.** In consideration of the payment by BankDirect of the Amount Financed, the Insured agrees to pay the Down Payment to the insurance company(ies) listed in the Schedule of Policies, and to pay BankDirect the Total of Payments in accordance with the terms of this Agreement.

2. **Security Interest.** Insured assigns to BankDirect as security for the total amount payable hereunder all sums payable to the Insured under the Policies, including, among other things, any gross unearned premiums, dividend payments, and any payment on account of loss which results in a reduction of unearned premium in accordance with the terms of said policies.

3. **Warranties.** Insured represents and warrants that: (a) the Policies are in full force and effect (b) the proceeds of this loan are to be used to purchase insurance for other than personal, family or household purposes; (c) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading; (d) the Insured has no indebtedness to the insurers issuing the Policies; and (e) the Insured is not insolvent nor presently the subject of any insolvency proceeding.

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6. **Recognition of Assignment.** The Agent recognizes the security interest granted in this Agreement, whereby the Insured assigns to BankDirect all unearned premiums, dividends and certain loss payments. Upon cancellation of any of the Policies, the Agent agrees to pay BankDirect all unearned commissions and unearned premiums upon receipt. If such funds are not remitted to BankDirect within ten (10) days of receipt by the Agent, the Agent agrees to pay BankDirect interest on such funds at the maximum rate permitted under applicable law. Agent shall not deduct any amounts which Insured owes to Agent from any amounts owing to BankDirect hereunder.

7. **The Down Payment.** The down payment and any other installments due from the Insured which Agent has agreed to collect, has been collected from the Insured.

8. **The Policies:** (a) are all cancelable by standard short-rate or pro-rata tables; (b) are not audit or reporting term policies or policies subject to retrospective rating, unless so indicated

Total Premiums: \$ \$18,326.00

enforcement. After proper notice has been given as required by law, BankDirect may immediately cancel the Policies and collect any unearned premiums or other amounts payable under said Policies. Unearned premiums shall be payable to BankDirect only.

10. **Right of Offset.** BankDirect may offset and deduct from any amounts BankDirect owes to Insured with respect to any Policies financed hereunder, any amounts which Insured owes to BankDirect under this or any other agreement to the extent permitted by applicable law.

11. **Finance Charge; Service Fee.** The Finance Charge includes interest on the outstanding principal amount of the loan. The Finance Charge is computed using a 365-day year. In addition, the Insured shall pay to BankDirect a nonrefundable service fee each month on the Monthly Due Date in an amount equal to \$0.00 (which amount may be adjusted by BankDirect at any time and from time to time upon prior written notice to the Insured) in connection with processing, making, closing, disbursing, originating, collecting and servicing the Loan and this Agreement.

12. **Additional Premiums.** Insured agrees to promptly pay to the insurer any additional premiums due on the Policies.

13. **Agent or Broker.** The Agent is not the agent of BankDirect and the Agent cannot bind BankDirect in any way. BankDirect is not the Agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that it has chosen to do business with the Agent and the insurance companies issuing the Policies, and that the insolvency, fraud, defalcation or other action or failure to act by any of them shall not relieve or diminish Insured's obligations to BankDirect hereunder.

14. **Corrections.** Except if prohibited by applicable law, BankDirect may insert the name of the insurer, policy numbers and first installment due date if omitted and if not known at the time of signature by or for Insured.

15. **Effective Date.** This Agreement shall have no force or effect until accepted in writing by BankDirect.

16. **Liability.** Neither BankDirect nor its assignee shall be liable for any loss or damage to the Insured by reason of failure of any insurance company to issue or maintain in force any of the Policies or by reason of the exercise by BankDirect or its assignee of the rights conferred herein, including but not limited to BankDirect's exercise of the right of cancellation, except in the event of willful or intentional misconduct by BankDirect.

17. **Governing Law.** This Agreement is governed by and interpreted under the laws of the state where BankDirect accepts this agreement. If any court finds any part of this agreement to be invalid, such finding shall not affect the remainder of the agreement.

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19. CALIFORNIA RESIDENTS: FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

Insured agrees that, in accordance with Section 18606 of the California Financial Code, BankDirect's liability to Insured upon the exercise of BankDirect's authority to cancel the Policies shall be limited to the amount of the principal balance of this loan, except in the event of BankDirect's willful failure to mail the notice of cancellation required under California law.

20. **New York Residents:** No charges imposed for obtaining and servicing the financed policies, pursuant to Section 2119 (formerly 129) of the New York Insurance Laws, are financed hereunder unless specified in the Schedule of Policies.

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9. **The Insured:** (a) has not paid for the Policies other than as described in this Agreement; (b) has received a copy of this Agreement; (c) a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the Insured, or if the Insured is the subject of such a proceeding, it is noted on the Agreement in the space in which the Insured's name and address is placed; and (d) all information in this Agreement pertaining to the Insured is complete and correct.

10. **Agent shall be liable to BankDirect for any losses, costs, damages or other expenses (including reasonable attorneys' fees, court costs and collection costs) incurred by BankDirect or its assignee as a result of or in connection with any untrue or misleading representation or warranty made by Agent hereunder, or otherwise arising out of the breach by Agent of this Agreement. Additionally, Agent agrees to indemnify BankDirect for any and all losses BankDirect incurs as a result of any error committed by the Agent in completing or failing to complete any portion of this Agreement. Agent shall promptly notify BankDirect of any unpaid increased premiums for the Policies. This Agreement is valid and enforceable and there are no defenses to it.**

Robertson Insurance & Financial Services

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Ramsey IN 47166

Ph (812) 347-3151
Fx (812) 347-3191
E-mail: phil@robertsonins.com
andrew@robertsonins.com
gloria@robertsonins.com

Kentuckiana Medical Center LLC

Liability Quotes - 08/03/2011

General Liability w/\$1,000,000 per occurrence/\$3,000,000 Aggregate Limit	
Professional Liability w/\$250,000 per occurrence/\$5,000,000 Aggregate Limit	\$ 44,332.00
(Includes Terrorism Coverage)	
Non-Owned Auto w/\$1,000,000 Combined Single Limit	\$ 1,500.00
Umbrella w/\$5,000,000 Limit	\$ 39,923.00
Patient Compensation Fund	<u>\$ 32,571.00</u>
Total Premiums	\$118,326.00

Philip L. Robertson, Financial Representative

Advisory Services and Securities offered through Lincoln Investment Planning, Inc., Registered Investment Advisor,
Broker/Dealer, Member FINRA/SIPC

Supervising Office: 525 Vine Street, Suite 2150, Cincinnati OH 45202 - Ph: (513) 381-0200

Lincoln Investment and Robertson Insurance and Financial Services are independently owned and each is
responsible for its own business.